

# COEUR D'ALENE TRIBE

## Contract for the 2011 Evans I Road Clearing Project

### Removal of Fire-Prone Species and Ladder Fuels

This Contract ("Contract") is entered into between the Coeur d'Alene Tribe, P.O. Box 408, Plummer, ID, 83851, ("Tribe"), by and through its Coeur d'Alene Tribal Forestry Program, and \_\_\_\_\_ by and through its agent ? for the clearing of access roads specified herein on the Coeur d'Alene Reservation's Tribal lands (T1026, T1065, T1066, T1067, & T1068) located in the Evans Creek area.

#### **Recitals**

A. The Coeur d'Alene Tribe is a sovereign nation, recognized by executive order and other federal law, with its own government, unique culture and history and a variety of natural resources on its Coeur d'Alene Reservation, including timber reserves and forestlands, and

B. The Coeur d'Alene Tribe wishes to contract with an entity whose agents possess the skills and capabilities to remove material (vegetation, small trees, and dead and downed fuel) from certain areas on the Tribe's reservation.

C. The above-named Contractor claims to possess such skills and capabilities.

D. The foregoing Recitals are hereby incorporated into and made an integral part of this Contract.

E. Coeur d'Alene Tribe's Forester, Conrad M. Niver, is the Tribe's Contract Representative. The other representative includes the Fuels Specialist, Charles Simpson.

F. The Contractor's Representative is Contractor. If the contractor is not present, he/she has appointed Delegated to discuss with administration the Inspection Reports, Contracting Issues and Concerns, etc.

#### **Terms**

Contractor agrees to perform such professional services as are set forth in this Contract, and the Tribe agrees to pay Contractor such amounts as are specified in this Contract, all upon the following terms and conditions:

#### **1.0 Scope of Services**

1.1 Contractor agrees to treat and remove material from approximately 5.6 miles as described in Map Attachment 1 and Exhibit A which are hereby fully incorporated into and made part of this Contract.

1.2 Contractor shall perform all required services in connection with this project, including furnishing all necessary personnel, transportation, supplies, materials, and equipment.

1.3 The Contractor will utilize \_\_\_\_\_ as specified in their bid.

#### **2.0 Term and termination**

2.1 Time is of the essence for the completion of the services herein described.

2.2 The Contractor will begin work as soon as possible after receiving the signed copy of this Contract and the notice to proceed.

2.3 The Contractor is required to complete 1.0 mile within 3 weeks of Contract approval. All work must be consistent and not done in patches and/or out of order. Each section completed will be inspected for approval as per specifications found in Exhibit A. Failure to complete consistent and/or systematic areas in sequential order by the deadline will incur a penalty of \$50/0.1 mile and/or delay of payments.

2.4 This Contract **will terminate on November 30, 2011** or upon the completion of contracted services.

2.5 This Contract may be terminated by the Coeur d'Alene Tribe or by the Contractor without cause upon 30 days written notice, or sooner if both parties agree. This Contract shall terminate if tribal funds cease to be available.

2.6 Either party may terminate this contract upon a breach by the other.

2.7 The Tribe may terminate this contract without penalty or cost at any time if the work being performed by the Contractor is determined by the Tribe, in its sole discretion, not to be reasonably satisfactory.

2.8 If this agreement is terminated pursuant to this section, the terminating party shall send written notice of same. The Contractor will receive payment only for accomplished work completed to contract specifications, less any adjustments per section 2.9. Contractor shall remove all equipment, personal property and debris from the project area within two weeks following contract termination.

2.9 If the contract is terminated by the Tribe pursuant to provision 2.3 or 2.7, the costs incurred by the Tribe in hiring a replacement contractor will be deducted from the contract amount.

### 3.0 Payment

3.1 The total amount to be paid under this contract, contingent upon the Coeur d'Alene Tribe's approval of the Contractor's work, will be:

AREA	ESTIMATED MILES	TOTAL UNIT PRICE
Evans – Road A	5.6	\$ _____
<b>TOTAL MILES</b>	5.6	\$ _____

3.2 The Tribe calculated the designated miles using a Garmin 60CSx geographical positioning system (GPS) handheld and the Geographic Information System (GIS) to provide the estimated mileage.

#### 3.2.1 Remeasurement

The Tribe reserves the right to correct erroneous mileage figures shown in Section 3.1 of the Contract, or to account for physical deletions or additions to the actual block area made by the Contract Representative.

The Contractor may request, in writing, remeasurement of any block or blocks under this contract if he/she believes the mileage stated in Section 3.1 of the Contract is incorrect. Remeasurement will be made on the ground within the established boundaries. Remeasurement will be based on standard horizontal measurements, using GPS and GIS.

If remeasurement determines a variance of five (5) percent or less, at a precision of one tenth (0.1) mile, the actual cost to the Tribe of conducting the remeasurement will be deducted from payment due to the Contractor, and no adjustment will be made in the mileage.

If remeasurement determines a variance of greater than five (5) percent adjusted to the nearest one tenth (0.1) mileage, payment will be based on the remeasured mileage. The cost of conducting the remeasurement in this instance will be borne by the Tribe.

#### 3.2.2 Mileage Adjustments

If mileage adjustments are made according to Section 3.2.1, the adjusted mileage and bid rate per mile shall be used to recalculate the contract price, subject to any adjustments indicated below.

3.3 Payment will be made for areas accepted by the Tribe, upon submission of periodic invoices specifying mileage completed and performance evaluation ratings, less any deductions required below.

3.4 Partial payments based on actual distance completed can be requested not more than once every two weeks.

3.5 Payments for mileage completed will be based on the combination of on the ground measurement, GPS, and/or GIS calculations.

3.6 Deductions: merchantable sawlog material cut or damaged by the Contractor will be charged triple the following amounts and deducted from any payments due: western redcedar @ \$450.00 per gross thousand

board feet (MBF), and Douglas-fir/other species @ \$250.00 per MBF. Minimum merchantability standards are at least 12 feet in length with a scaling diameter of 6 inches on the small end.

#### **4.0 Tribal Employment Rights Ordinance (TERO)**

Contractor is required to complete a TERO Plan and have it approved before initiating work. Contractor is responsible for filing payroll reports and following all aspects of the TERO in hiring and conduct of the work. Contact Jim Nilson on TERO related questions at (208) 686-6107.

#### **5.0 Performance Bond (or Letter of Credit)**

The Bid Deposit will be retained as a Performance Bond to ensure the Contract is signed and to secure satisfactory performance of this Contract. In the event the Contractor defaults on the Contract at any time the Contractor shall be liable for the remainder of the Contract costs of any and/or all miles failed to be completed as a result of such default and for any other expenses incurred by the Tribe as a result of such default in an amount determined by the Forest Manager of the Coeur d'Alene Tribe.

#### **6.0 Road Maintenance**

Road maintenance includes periodic and final maintenance of all roads used by the Contractor in the Contract area or used to access the Contract area. Periodic maintenance is required throughout the duration of the contract and in the event of seasonal shut downs. This includes prevention of berms and ruts. Final maintenance is to be done at the completion of the contracted work and before machinery is removed from the site. This includes blading or grading to remove brush, reinstalling water diversion features (water bars and/or rolling dips), seeding, and filling any ruts or other damages, including but not limited to culverts at the discretion of the Contract Representative. The Contractor is liable for repair, maintenance and/or payment for any road damage caused by his/her operators.

#### **7.0 Independent Contractor**

Both parties agree that Contractor will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable fees including federal, state and local taxes arising from its activities under this contract. Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work. The Tribe assumes no responsibility for damage to property or Contractor or employee injuries.

#### **8.0 Indemnification**

The Contractor shall indemnify and hold harmless the Tribe and its guests, agents, employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Contractor's duties pursuant to this Contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not such act or omission is in part that of a party indemnified hereunder.

#### **9.0 Assignment and delegation, subcontracting**

The Contractor may not assign the rights nor delegate the duties described under this Contract, nor subcontract any part of the work to be performed pursuant to this Contract without the Tribe's written approval. The Tribe may attach any reasonable conditions or limitations to the employment of any subcontractor.

#### **10.0 Binding Effect**

This Contract is for the benefit only of the parties hereto and shall insure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

### **11.0 Notice**

Any notice under this agreement shall be in writing and delivered in person or by public or private courier service (including the U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

For the Coeur d'Alene Tribe:

Name: Kurt Mettler, Forest Manager  
Address: P.O. Box 408, 850 A Street, Plummer, ID 83851  
Phone: 208-686-1315  
Fax: 208-686-1855

For the Contractor:

Name: Contractor  
Address: Street, City, State Zip  
Phone: (208) ???-???, (208) ???-???  
Fax: (208) ???-???

Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

### **12.0 Severability**

The terms of this Contract are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

### **13.0 Forum**

This contract shall be governed by the laws of the Coeur d'Alene Tribe.

### **14.0 Sovereign Immunity**

Nothing in this Contract shall be construed as a waiver or diminishment of the Coeur d'Alene Tribe's inherent sovereign immunity.

### **15.0 Non-waiver**

The delay or failure of the Tribe to exercise any of its rights under this Contract for a breach by the Contractor shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach by the Contractor, either of the same provision or otherwise.

### **16.0 Representations**

The Contractor represents and warrants that it has the full right and legal authority to enter into and fully perform this Contract in accordance with its terms without violating the rights of any third party and that it has all governmental licenses, permits or other authorizations necessary to perform the duties herein described. The individual executing this Contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of Contractor in accordance with duly adopted organizational documents or agreements.

### **17.0 Insurance**

17.1 Contractor warrants that worker's compensation insurance is purchased for all employees of Contractor engaged in the performance of work under this Contract and shall provide the Tribe with a Certificate of Insurance to verify the same prior to the execution of this Contract. Any change in status of such insurance

shall be immediately reported to the Tribe.

17.2 Contractor shall provide comprehensive general liability insurance in an aggregate amount of not less than one million dollars (\$1,000,000.00) which does not exclude the type of work being performed by Contractor under this contract. This requirement may be satisfied by obtaining appropriate endorsement for this particular project to any umbrella policy of liability insurance Contractor maintains. Proof of such coverage is required prior to execution of this contract and any changes in the status of such insurance shall be immediately reported to the Tribe.

### **18.0 Warranties**

Contractor warrants that all Contractor and Contractor's employees will be properly certified to perform the work described herein, and that all laws, licenses and other requirements to perform said work will be complied with by Contractor. Contractor agrees to warrant remedy any activities/work without cost to the Tribe. The Tribe shall notify Contractor of such discrepancies within one year of Contractor's completion of work under this contract. Otherwise such warranty expires.

### **19.0 Proprietary Rights and Confidentiality**

The Contractor may, in the process of performing his or her duties under the terms of this Contract, may have access to records, materials, research, products, services, inventions, processes, designs, drawings, engineering, marketing or finances which is designated in writing to be confidential or proprietary, or if disclosed orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Contractor warrants that he will not disclose any such information to anyone for any purpose without express written authorization by the Tribe.

### **20.0 Entire Agreement; Modification**

This Contract (and its Exhibits and Attachments) constitute the entire understanding between the parties with respect to the subject matter herein. It may not be amended except by an agreement signed by the authorized representatives of the Tribe and the Contractor.

### **21.0 Cultural Resources Management (CRM) Compliance**

21.1 The Contractor and Contractor's staff must participate in a 1 hour cultural resource awareness training session with CRM staff within the first 3 days of Contract work, provided free of charge.

21.2 If suspected or actual cultural resources are encountered during the work, that CRM staff be notified immediately. Assessment will begin as soon as possible, generally same day or next day.

Appropriate CRM staff are:

John Hartman: 208-301-0014 cell; 208-686-8402 work

Jill Wagner: 208-582-1347 cell; 208-686-1572 work

21.3 Work may continue OUTSIDE a 150' radius around the suspected/actual cultural resource. Once an assessment has been made by CRM and Forestry staff, procedures will be developed to proceed with work or to change the plan for work depending on the assessment.

21.4 No photos of suspected or actual cultural resources can be taken.

21.5 In the case of possible human remains, the standard CRM procedures be followed. Copies can be provided upon request.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Date

COEUR D'ALENE TRIBE:

\_\_\_\_\_

Alfred Nomee  
Natural Resources Director

\_\_\_\_\_

Date

\_\_\_\_\_

Robert Matt  
Administrative Director

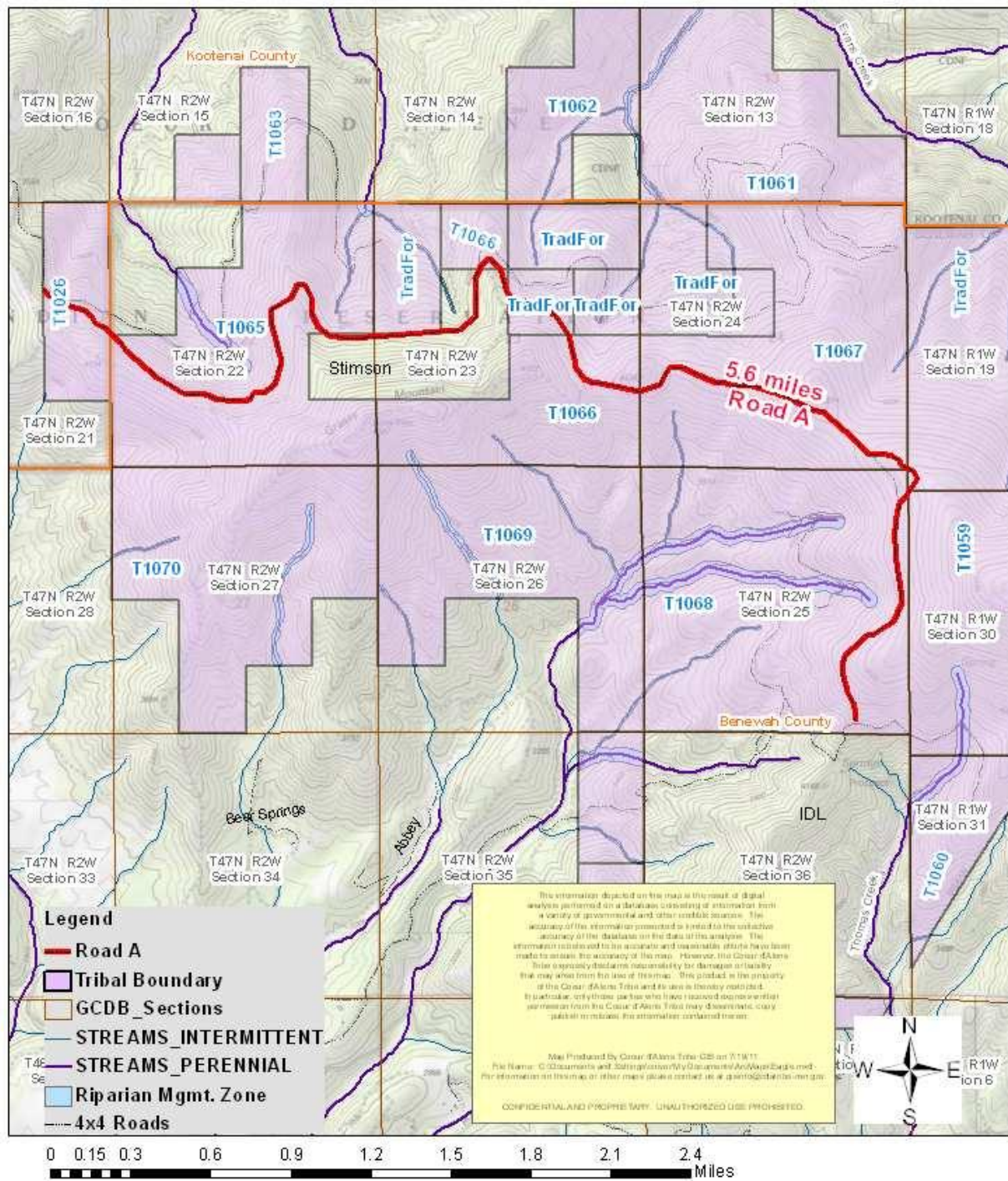
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Date

DRAFT



**Attachment 1: 2011 Evans I Road Clearing Project Map**



Map made by C. Niver on 7/19/2011

# **Exhibit A**

## **2011 Evans I Road Clearing Project**

### **1. General Specifications and Contractor Responsibilities**

- 1.1 These specifications describe the hazardous fuels reductions (HFR) standards for tree pruning, thinning, slash treatment, and related work on the Coeur d'Alene Reservation, which is summarized with the Tribal Land, Forest Stand, Prescription, and Treatment Type in Table 1.

**Table 1:** Forest stand and a description of the treatment types.

Tract Name /Number	Forest Stand	Prescription	Treatment Types
T1026, T1065, T1066, T1067, & T1068	Uneven-Aged Mature	Thin From Below	Prune, Thin, and Treat Created Slash and Dead and Down Fuels.

- 1.2 HFR Treatment unit locations are summarized in Table 2 with the Tract Name, Legal Description, and mileage.

**Table 2:** Legal descriptions and mileage (in order of the proposed road work).

Tract Number/ Owner	Legal Description, Portions of:	Township	Range	County	Mileage
T1026	E½ of Section 21	T47N	R2W	Kootenai	0.3
T1065	Section 22	T47N	R2W	Benewah	1.4
T1066/Stimson	Section 23	T47N	R2W	Benewah	1.3
T1067	S½ of Section 24	T47N	R2W	Benewah	1.0
T1068	E½ of Section 25	T47N	R2W	Benewah	1.6

- 1.3 The Contractor may begin following the approval of the contract and completion/submission of the following required forms: TERO Compliance Plan, W-9 Tax Form, Debarment Form, and verification of insurance.
- 1.4 Contractor responsibilities:
- 1.4.1. Personal Protective Equipment: hard hat, safety glasses, face shield, hearing protection, and saw chaps. Safety equipment must be worn while operating power equipment on the contract area. The Contractor is responsible for ensuring that safety equipment is available and properly used.
- 1.4.2. Minimum crew size shall be two. There is no maximum crew size. For each crew of eight or more, at least one supervisor at work site shall monitor performance for safety and quality according to the Unit Specific Specifications.
- 1.4.3 During closed fire season (May 20 to October 10) employees must carry a personal fire extinguisher while operating a power tool (e.g. chain saw, power brush cutter). The Contractor will keep a shovel and a water container, with a minimum of five (5) gallons of water, near the work site for fire suppression in case they accidentally start a fire or find a fire near the work site. Any fire detected on or near the projected area must be reported



within 15 minutes of detection to 911, Idaho Department of Lands at 208-245-4551, and/or Coeur d'Alene Tribal Fire Management at 208-686-1199. The Contractor and his/her workers are not allowed to smoke within project units during closed fire season. Smoking is permitted only in slash-free areas at least eight (8) feet in diameter (e.g. a road).

## **2. Goals**

Treatment goals are to remove fire-prone species, ladder fuels, and accumulated dead and downed fuels using a combination of hand and/or mechanical methods to reduce and mitigate the area's fire hazard. The fire-prone, undesirable species, ladder fuels, and dead and down fuels to be removed include:

- Ocean spray, ninebark, hawthorn, alder, and heavy pockets of desirable brush species and conifer regeneration.

Desirable brush species to be left varies by site, but the general order from highest to lowest are:

- Huckleberry, service berry, chokecherry, elder berry, maple, willow, and syringa (mock orange).

Low growing species (less than 12 inches) may be left on site, such as:

- Oregon grape, snowberry, wild rose and ferns.

Desirable tree species to be left varies by site, but the general order from highest to lowest are:

- western white pine (WWP), western larch (WL), western redcedar (WRC), ponderosa pine (PP), quaking aspen (QA), cottonwood (BC), Douglas-fir (DF), lodgepole pine (LP), western hemlock (WH), and grand fir (GF).

Dead and downed fuels are fuels separated into the following size classes:

1. 1 Hour Fuels = 0 to ¼ inch diameter, which are twigs, needles, grasses, and moss.
2. 10 Hour Fuels = ¼ to 1 inch diameter.
3. 100 Hour Fuels = 1 to 3 inch diameter.
4. 1000 Hour Fuels = 3 to 8 inch diameter.
5. 10,000 Hour Fuels = 8+ inch diameter.

**Brush and small trees to be removed (less than six inches in diameter) are to be cut off (i.e., severed) within 6 inches of the ground. Stumps are to be cut level with the ground, ie no pungi sticks. Do not cut trees over six inches diameter at breast height that would make a merchantable product.**

**Cutting trees with a merchantable product requires a separate timber cutting permit. Sub-merchantable sized trees closer than 15 feet from merchantable sized trees will generally be removed along with the brush and masticated. Merchantable sized trees are defined as those having at least one log at least 12 feet long with a small end diameter larger than 6 inches and net scale of at least 10 board feet.**

### 3. 25-foot Zone and Flagging Descriptions

A 25 foot zone on either side (measured from the centerline, horizontal distance) of the access roads will be applied that designate treatment distances.

Flagging – Contractors are to stay within the following colors of flagging that designate the treatment units:

1. Pink: “Property Line” designates Tribal and State of Idaho property boundaries.
2. Green and White Striped: Culturally Sensitive site, Do Not Enter.
3. Orange: “Riparian Management Zone” designates Riparian areas, Do Not Enter.
4. Solid Red and/or Red & Black Striped: unsatisfactory work area(s).

### 4. Road Clearing Specifications

There are 5 tribal parcels to be treated with the following guidelines:

#### A. General Treatment

1. A mastication machine treats the area with side slopes less than 40% and avoids areas that may damage residual conifers.
2. A hand crew treats the areas the machine cannot treat.

The distance of work to be done is a minimum of 25 feet (horizontal distance) from the centerline of the road. Machines will not be allowed on terrain with > 40% side slopes. Ground disturbance is to be kept to a minimum by avoiding hard turns, operating on previously cut material, working in dry or frozen conditions, and/or utilizing existing skid trails and roads as much as possible. When working on steep slopes, machines will avoid creating vertical trails. Where vertical roads or trails are utilized, water bars will be installed if mineral soil is exposed. Deep ruts and exposed soil created by machinery will be required to be repaired. Leave trees are to be left unscarred from machine operations and treatment of slash and debris. Bark is to be left intact on all residual trees.

Hand crews will treat areas and/or situations machines cannot treat or when machine is unavailable/unwarranted.

#### B. Pruning

1. All residual conifers greater than 6’ in height are to be pruned around the entire stem.
2. Height: Pruning height is 50% tree height up to 6’ off the ground on the uphill side, whichever is less.
3. Stobs: Cut branches within ¼ inch from bole of tree.
4. Damage: Pruning shall be conducted to avoid damage, such as, bark peeling or other wounds. **Wounds caused by the Contractor that are larger than 2 square inches per wound shall be tallied as unsatisfactory damage and possible deductions.**
5. Slash (see Section 5):

#### C. Thinning

1. Space all trees between 15’ -20’ apart.
2. Trees leaning more than 15% are to be cut.
3. Remove all seedlings between 3’ and 10’ in height unless needed to meet target spacing.
4. Leave sub-merchantable saplings in the following order to meet target spacing:
  - a. WWP, WL, WRC, PP, QA, BC, DF, LP, WH, and GF.
5. Desirable brush species are to be cut if within the 15’ to 20’ spacing of residuals and other

- desirable brush species.
6. Slash: Treat the same as per specifications in Section 5.
  7. Cutting trees with a merchantable product requires a timber cutting permit.

The above mentioned specifications are shown in Table 3 and are required to be followed:

**Table 3.** Thin from below specification summary table.

Thin from Below	Height (Feet)	Diameter at Breast Height (DBH)	Pruning Height off the ground (Feet)	Thinning Spacing (Feet x Feet)	Slash Disposal
Residual Merchantable: WWP, WL, WRC, PP, QA, BC, DF, LP, WH, GF	5' - 100'	6" - 28"	6'	Retain All	<b>Masticate all where machine can treat. All other areas treat to Slash Treatment Specifications in Section 5.</b>
Sub-Merchantable Saplings: All Species	5' - 50'	1" - 6"	50% Total Height or 6' max. if left for residuals	Cut if within 15' - 20' of any residual	
Seedlings: All Species	3' - 10'	0 - 1"	Greater than 6' in height	15' - 20'	
Undesirable Brush Species	3' - 30'	0 - 6"	n/a	Cut All	
Desirable Brush Species	3' - 30'	0 - 6"	n/a	15' - 20'	

## **5. Slash Treatment Specifications**

Dead and downed material and slash, such as the stems, branches, sapling, and seedling trees, will be treated by the Contractor either by machine mastication, lopping and scattering, pile burning, or chipping. All slash must be cleared 5 feet from the bole of residual trees.

Slash piles are to be compact, no larger than 10' in diameter, and no closer than 15' from residual conifers and/or hardwoods for mastication, pile burning, chipping, or biomass utilization.

### **Machine Mastication:**

1. Break at least 80% of pruning and thinning debris and dead and downed fuel from 1 and 10 Hour Fuels into pieces no longer than 18 inches in length.
2. Break at least 50% of pruning and thinning debris and dead and downed fuels within 100 and 1000 Hour Fuels into pieces no longer than 3 feet in length.
3. HFR created slash piles and debris on terrain with less than 40% side slopes.
4. Merchantable trees (6.0" > DBH) are to be *left unscarred* from machine operations and treatment of slash and debris. Bark is to be left intact on all residual trees. Cutting of any merchantable trees requires a timber cutting permit prior to any and all cutting. Cutting of merchantable trees without authorization will be subject to treble damage charges.

### **Lopping and Scattering:** Only if the following conditions exist:

1. The mastication machine cannot treat due to topography, terrain, management decision, and/or potential to damage residual conifers and desirable brush species.
2. Lop and Scatter at least 80% of pruning and thinning debris and dead and downed fuel from 1 and 10 Hour Fuels into pieces no longer than 18 inches in length.

3. Lop and Scatter at least 50% of pruning and thinning debris and dead and downed fuels within 100 and 1000 Hour Fuels into pieces no longer than 3 feet in length.
4. 10,000 Hour Fuels will be cut into pieces no longer than 6 foot in length, so they lie flat on the ground.
5. Remaining slash must be cut into pieces 3' to 5' in length and lie within 1' of ground.

Pile Burning:

1. Pile Burning can be applied in all areas that are not masticated.
2. Slash piles are to be no larger than 10 feet in diameter.
3. Slash piles will be placed no closer than 15 feet from residual merchantable trees and/or hardwoods.
4. Slash piles will contain minimal amounts of soil to burn cleanly.
5. Consume at least 80% of slash pile.
6. Burning of slash piles is the responsibility of the Contractor unless relieved in writing by the Tribe's Contracting Representative.

Chipping:

1. Chipping may be applied in all areas.
2. Chip piles must be less than 2 feet in depth.
3. Chips may be removed from site with concurrence from the Contract Representative.
4. The chipper may not be driven within units when soil damage would occur.

Biomass Utilization:

1. Biomass Utilization may be applied in all areas.
2. Removal of material must be approved by the Contract Representative prior to removal.
3. Management will decide on selecting areas for slash disposal using biomass utilization.
4. Slash piles will contain minimal amounts of soil for clean material.
5. Piles will be within 30 feet of accessible roads.